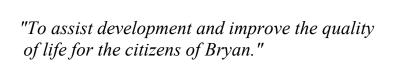
Development Services

Special Use License Application





Minimum Submittal Requirements		For Office Use Only
☐ Completed and signed application form		Case Contacts
		Case Number
Property Owner Information	<u>tion</u>	
Name		
Mailing Address		
		Zip Code
Phone Number		Fax Number
E-mail Address		
		Zip Code
		Fax Number
Agent or Engineer Inform		
Name		
		Zip Code
Phone Number		Fax Number
E mail Addraga		

Application is hereby made for a special property, public right-of-way, or both, as des	use license to allow an encroachment onto public scribed below:
The special use license is for the purpose facility, or proposed use:	of permitting the following activity, improvement,
Duration of Special Use License Request:	
Date(s):	
Time(s):	
<u>Certification</u>	
application. I am respectfully requesting application. I agree to comply with the requ	e above described property for the purposes of this processing and approval of the above referenced uirements in all applicable codes. I agree to provide request. I certify that I have been informed and ocess as specified by City Ordinance.
Owner's Signature	Owner's Printed Name
•	t, and/or Engineer listed on this application to act on ntation of this request. They shall be the principal lication.
Owner's Signature	Owner's Printed Name
Applicant's Signature	Applicant's Printed Name
Agent/Engineer's Signature	Agent/Engineer's Printed Name

If the Site Review Committee approves the encroachment, the special use license shall be issued to the licensee upon receipt of the following items:

(1) A certificate of liability insurance, to be kept in full force and effect throughout the term of the special use license. If the policy is not so maintained, the license shall automatically become void. The conditions of the policy shall be as follows:

The insurance policy shall be issued by an insurance company authorized to do business in the State of Texas and shall be reviewed by the city attorney. The policy shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the licensee, its agents, servants or employees. The minimum amounts of such insurance shall be two hundred fifty thousand dollars and no cents (\$250,000.00) for death of or injury to any person in any one accident, five hundred thousand dollars and no cents (\$500,000.00) for death of or injury to two or more persons in any one accident, and one hundred thousand dollars and no cents (\$100,000.00) for property damage arising out of any one accident or other cause. The minimum amounts of insurance coverage may be increased by the City when it is in the best interest of the public.

The policy of insurance shall name both the licensee and the City as insurers to the full amount of the policy limits. Such policy shall insure to the benefit of any person in whose favor a judgment may be rendered, but may contain a provision that suit against the insurer may not be brought until the licensee has failed to pay the final judgment of a court of competent jurisdiction against him.

The policy shall contain a provision that it may not be cancelled, revoked or annulled by the insurer without giving the City ten days prior to written notice. The licensee shall not surrender or release such policy without filing in lieu thereof-another policy complying with the requirements of this Section, or surrendering the special use license.

Neither the City or any officer or employee thereof shall be liable for the financial responsibility of any insurer, or in any manner become liable for any claim, act, or omission, relating to the licensee's use of the public right-of-way.

(2) A hold harmless and indemnification form, in which the licensee agrees to indemnify, defend and hold harmless the City, its officers, agents, servants and employees from any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with licensee's use of the public right-of-way.

Please attach the following to this completed application form:

- (1) A plan of the area being requested for a special use license, showing all adjacent lot(s), easement(s), or other improvements contained on the public right-of-way and any and all improvements to be placed on such by the applicant.
- (2) A transmittal letter including specific information, special circumstances or conditions which apply to the request.

STATE OF TEXAS	Ŏ
COUNTY OF BRAZOS	X

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

	WHEREAS,		is desirous of placi	ng	in the right-
of-way	y in front of the prop	erty owned by			bearing
the str	eet address of		, B	Bryan, Texas; and	l
	WHEREAS, the pla	acement of sai	id		in the CITY
OF BI	RYAN's right-of-way	y cannot be pe	iderformed without the ac	quiescence of th	e said CITY OF
			as it deems necessary f		
	NOW, THEREFOR	RE, for and in	consideration of the ac	quiescence of th	e said CITY OF
BRYA	N to the placement	of said	n, Texas, I, rators, assigns and succ	in the right-of	f-way in front of
throug	h	, Bryan	n, Texas, I,	, on m	y behalf and on
	of my heirs, executas follows:	tors, administi	rators, assigns and succ	cessors, do herel	by covenant and
of cosinjury	t, expense or damage or death to any pers	e resulting fro on, or injury,	, agree to inderents, employees and represent or arising out of, any destruction or loss of arms in the right-o	y accident or occ ny property due	currence causing to the placement
****	l,	rainat the CIT	, further agre TY OF BRYAN by rea	e that should	any action or
above.	runigs de diougni as	gamst me Cri	I UF DRIAN UY 166	tten notice from	n the CITY OF
BRY A	N shall at my ox	vn exnense i	, I, upon wri	e. It is my int	tention that this
			nt running with the title		
	WITNESS MY HA	ND this	day of		
	E OF TEXAS NTY OF BRAZOS	Ŭ Ŭ			
COUN					